

**Amendment #1 (dtd 8/20/04) (effective 8/1/04) removes certain equipment items and adds certain equipment items from the pricing page, clarifies Preventive Maintenance frequency, corrects “equipment category” headings, and changes the total annual maintenance \$ amount to agree with these changes.**

**SERIAL 00211 - SC MEDICAL EXAMINER EQUIPMENT MAINTENANCE & REPAIR**

**DECEMBER 31, 2005**

**CONTRACT PERIOD THROUGH ~~DECEMBER 31, 2003~~**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MEDICAL EXAMINER EQUIPMENT MAINTENANCE & REPAIR**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 28, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SF/mm  
Attach

Copy to: Clerk of the Board  
Nadine Reyes, Medical Examiners Office  
Norman Wade, Medical Examiners Office  
Sharon Tohtsoni, Materials Management

(Please remove Serial 95085-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

**MEDICAL EXAMINER EQUIPMENT  
MAINTENANCE & REPAIR**

**1.0 INTENT:**

The intent of this call for bids is to award a contract for maintenance and repair of Medical Examiner Laboratory Equipment to the lowest, responsive bidder meeting specifications. Equipment may be added or deleted from this contract as necessary. The Medical Examiner's Office is currently located at 120 S. Sixth Avenue, Phoenix, AZ 85003.

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 GENERAL:**

2.1.1 To perform routine preventive maintenance service by making such adjustments, repairs, and replacement or recommend the replacement of such parts as may be required to keep the equipment up to manufacturer's specifications. Contractor's obligation, hereunder, shall relate to equipment adjustments and repairs necessitated by normal wear and tear during normal use for the period of time for which the contract charge has been made herein.

2.1.2 To perform equipment repairs as necessary between preventive inspections at no additional charge subject to terms and conditions. See Section 2.7 for response time requirements.

**2.2 INITIAL INSPECTION:**

It is expected that the Contractor will need to perform an initial inspection of the equipment upon award of the contract. This initial inspection shall be completed within one week of final contract award, pending arrangements with the Medical Examiner's Office. Repairs that are necessary to bring the instruments up to the manufacturer's operating specification will be priced on a time and materials basis.

**2.3 WARRANTY:**

Contractor warrants replacement parts furnished under this agreement to be free of defects in material and workmanship; if reconditioned parts are used, they are to be equivalent to new parts in performance. The Contractor agrees to provide all service herein specified and warrants replacement parts under normal use from date of installation until the termination of this agreement.

**2.4 PARTS REPLACEMENT:**

Contractor's Maintenance Representative shall carry a complete set of parts for all electronic, analytical, and mechanical repairs. If a service part is unavailable, the Contractor will order it and request next business day delivery.

**2.5 CONSUMABLE PARTS:**

Contractor is not responsible for replacement or repair of the following consumable items: injector liners, septa, columns, ferrules, glassware, needles, NPD beads, jets, traps, gas filters, electron multipliers, lamps, cells, filaments, dryers, and reaction tubes.

**2.6 RECORDS OF SERVICE:**

The contractor shall maintain a record of all service performed on each machine. This service record shall be available and furnished for review if requested by the County. The service record shall be an individual record, identifying each piece of equipment explicitly, with the complete history of dated service beginning with the award of this contract. This record shall at a minimum set forth:

2.6.1 Time the County placed the service request.

- 2.6.2 Time contractor's maintenance representative arrived on site.
- 2.6.3 Explicit identification of machine(s) serviced and a record of the EXACT service action, including parts replaced, if any.
- 2.6.4 Problem initially reported by the County and the name of the County employee who placed the call.
- 2.6.5 Time of completion of the call and actual hours spent on service.
- 2.6.6 The maintenance representative's judgement as to whether the service was billable or not billable.

2.7 RESPONSE TIME:

- 2.7.1 The contractor shall provide the county with a designated point of contact and make arrangements to enable maintenance representatives to receive requests for maintenance service.
- 2.7.2 The definition of business hours for purposes of telephone support and on-site service calls is Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Arizona time, with the exception of national holidays.
- 2.7.3 Telephone response time will not be longer than ~~eight (8)~~ **four (4)** business hours after a service call has been made. It is acceptable for the Service Representative to ask the analyst to try various troubleshooting techniques before opening a service call. The maximum troubleshooting time is **four (4) business hours** ~~one full working day~~.
- 2.7.4 On-Site response time will not be longer than 24 hours after a service call has been opened. On-Site response time shall be measured from the time the County first placed a call to the contractor's maintenance service to when the maintenance representative arrives on site ready to perform required service. A County representative will be on-site with the Maintenance Representative at all times.
- 2.7.5 Each failure to meet the required response time will be recorded by the using agency. Failure to meet the response time requirement will result in the initiation of the County's default policy.
- 2.7.6 **All contact pertaining to this contract shall be directly with authorized County staff. The names/titles of these individuals will be made available to the Contractor after contract award is made final.**

2.8 PREVENTATIVE MAINTENANCE:

- 2.8.1 A detailed listing of services performed during a Preventative Maintenance visit must be provided with bid response.
- 2.8.2 The dates of PMs will be determined by the Medical Examiner's Office.
- 2.8.3 Repairs are not to supercede PMs.
- 2.8.4 At a minimum, the following requirements apply to the preventative maintenance of each piece of equipment.

2.8.4.1 Mass Selective Detectors

Preventative Maintenance (PM) service will be scheduled bi-annually. PM visits will include replacement of pump oils and electromechanical check-out.

2.8.4.2 Headspace Instruments

Preventative Maintenance (PM) service will be scheduled bi-annually. PM visits will include sensor cleaning, teflon, lubrication of all moving parts and electromechanical check-out.

**2.8.4.3 Gas Chromatograph**

Preventative Maintenance (PM) service will be scheduled bi-annually. PM visits will include sensor cleaning, teflon, lubrication of all moving parts and electromechanical check-out.

**2.9 LABORATORY PERSONNEL:**

Only adequately trained laboratory personnel will operate instruments under this contract. Laboratory personnel will explain to the Maintenance Representative all circumstances that led to the instrument failure. Consumable items referenced in Section 2.5 required to complete the repair will be provided by the County.

**2.10 OPERATING CONDITIONS:**

The County will maintain a controlled climate as stated in the manufacturer's specifications. Power requirements will be maintained at all times. It is understood that instrument failure due to power fluctuations or power loss will not be covered under this contract.

**2.11 RELOCATION OF INSTRUMENTS:**

At the County's request that the Maintenance Representative relocate equipment, time will be billed at the hourly labor rate. Instrument failure during relocation by the Maintenance Representative shall be the responsibility of the Contractor. Instrument failure during relocation by the County in the absence of the Maintenance Representative will not be covered by this contract and repairs will be billed using the time and materials rates in Attachment A.

**2.12 LOCAL SERVICE:**

The Contractor shall have and maintain a local maintenance representative within the Phoenix metropolitan area. The Contractor's maintenance representative shall not have a dual role of covering a sales territory.

**2.13 ADDITION/DELETION OF EQUIPMENT:**

Due to the contract length and changes in technology, the County reserves the right to add or delete equipment from this contract as necessary. The contract will be modified to reflect all additions/deletions of equipment. In the event that new equipment is added that requires a maintenance program, the County will solicit pricing from the Contractor and the initial inspection referenced in Section 2.2 will apply.

**2.14 SERVICE AGREEMENTS:**

Maricopa County does not intend to sign a vendor service agreement.

**2.15 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**2.16 QUALIFIED MAINTENANCE REPRESENTATIVES:**

Contractor will provide copies of manufacturer training certificates and a resume for all Maintenance Representatives who may be servicing the equipment listed in this solicitation. In the event that the Contractor has personnel changes, the Contractor will submit manufacturer

training certificates and resumes for the new Maintenance Representative(s) to both the Medical Examiner's Office and to Materials Management. The cover letter provided with the certificate(s) must indicate the contract number 00211-SC.

**2.17 BILLING:**

It is the intent of Maricopa County to utilize the Purchase Card to make monthly annual maintenance payments. Please refer to Sections 3.7, 3.8, and 3.9 for further discussion regarding Purchase Card payments. Acceptance of purchase card for monthly payments, as well as prompt payment discounts offered, will be taken into consideration when determining contract award.

**2.18 BID RESPONSE REQUIREMENTS:**

**PLEASE SUBMIT TWO COPIES OF YOUR BID!** The following items must be included in the bid response or the bid will be deemed non-responsive and will not be considered:

2.18.1 A detailed listing of services performed during a Preventative Maintenance visit for each piece of equipment listed in Attachment A.

2.18.2 A resume and manufacturer training certificates for each Maintenance Representative who may be servicing the equipment listed in this solicitation.

2.18.3 Attachment A

2.18.4 Attachment B (must have original signature)

2.18.5 Attachment C (**At least three** references must be forensic **toxicology** laboratory clients)

2.18.6 Attachment D

**2.19 LOANER EQUIPMENT**

**In the event that equipment repairs are determined to take more than 72 hours from the on-site arrival of the maintenance representative, the Contractor must provide loaner equipment that is equal to the equipment under repair. Loaner equipment must remain in use at the Medical Examiner's Toxicology laboratory until repairs to County equipment are complete.**

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**3.3 INDEMNIFICATION AND INSURANCE:**

**3.3.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY**

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not

limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**For all other hazards, liabilities, and exposures:**

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

**3.3.2 INSURANCE REQUIREMENTS:**

**CONSULTANT**, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of the **CONSULTANT'S** work or service.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.3.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

3.3.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

3.3.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

#### 3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

#### 3.5 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

#### 3.6 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

#### 3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability shall be considered non-responsive and not eligible for award consideration.



3.8 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.9 Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing financial institution. The vendor/contractor should contact their financial institution to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows:

1. The financial institution pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.10 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Inquiries shall be addressed to:

DIEDRA L. BRYANT, C.P.M., PROCUREMENT OFFICER - (602) 506-3504  
FAX: (602) 258-1573 EMAIL: dbryant@mail.maricopa.gov

NOTE: All inquiries must be submitted in writing via fax or preferably, email. No oral communication is binding on Maricopa County.

3.11 PRE-BID CONFERENCE:

**THERE WILL BE AN OPTIONAL PRE-BID CONFERENCE ON DECEMBER 6, 2000 AT 2:00 PM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003.**

**4.0 CONTRACT TERMS AND CONDITIONS:**

4.1 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be

approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.3 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

**4.4 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.5 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly

involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.8 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.9 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.10 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.11 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.12 INFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.13 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.14 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.15 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.16 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.17 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.18 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.19 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.20 GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.21 DELIVERY:**

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.22 PRICE REDUCTIONS:**

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.22.1 Cancel the Contract, if it is currently in effect.

4.22.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.22.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.23 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.24 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**4.25 PROCUREMENT CARD CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities shall be considered non-responsive and not eligible for award consideration.

1554 NORTH CASE STREET, ORANGE, CA 92867

FULL SPECTRUM ANALYTICS INC., 18195 E. MCDURMOTT SUITE #A, IRVINE, CA 92614**S076917/B0600089**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOACCEPT PROCUREMENT CARD: ☒ YES ☐ NOREBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION	MODEL	S/N	ANNUAL PRICE
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**1.0 ANNUAL MAINTENANCE (2-PMs, REPLACEMENT PARTS, LABOR INCLUDED) EFFECTIVE 08/01/04**MSD #1

1.1 HP Vectra XM 5/150 Computer	D3978A	L570154379	\$ 248
1.2 HP Ultra VGA Monitor 1280	D2835A	KR70332226	\$ 79
1.3 HP Laser Jet 4 Printer	C2001A	JPGK026465	\$ 226 cancel eff. 10/31/03
1.4 HP Kayak Clone computer	Unknown	Unknown	\$ 248

MSD #2

1.5 HP Vectra XM 5/150 Computer	D3978A	US70154217	\$ 248
1.6 HP Ultra VGA Monitor 1280	D2835A	KR70332227	\$ 79
1.7 HP Gas Chromatograph Mainframe	5890	2728A13024	\$ 677
1.8 HP MSD Core	5970	2716A10396	\$ 3215
1.9 HP Tray	7673B	3528A39153	\$ 180
1.10 HP Tower	7673B	3042A3704	\$ 180
1.11 HP Controller	7673B	US71001242	\$ 203
1.12 HP LaserJet 5 Printer	C3916A	USKC167749	\$ 226 cancel eff. 10/31/03
1.13 HP Kayak XA 6/400 Computer	D6492N	US90380423	\$ 248
1.14 HP 70 17" Color Monitor 4	D2837	KR90323932	\$ 79

HEADSPACE

1.15 HP Gas Chromatograph	5890	3336A59226	\$ 677
1.16 HP Headspace Autosampler	G1289A	3512101264	\$ 1636
1.17 HP Kayak XA 6/400 Computer	D6492N	US90380488	\$ 248
1.18 HP LaserJet 4000 Printer	C4118A	USMC132976	\$ 226
1.19 HP Gas Chromatograph	5890	3126A36523	\$ 677

FID/NPD

1.20 HP Tray	7673B	3043A23067	\$ 180
1.21 HP Tower	7673B	3258A45121	\$ 180
1.22 HP Controller	7673B	3032A23302	\$ 203

ECD/NPD

1.23 HP Gas Chromatograph	6890	US00000865	\$ 959
1.24 HP Autosampler Tray Module	G1314	3533A39649	\$ 180
1.25 HP Autosampler Injector Module	G1513	3534A43763	\$ 180
1.26 HP Autosampler Controller	G1512	3534A02811	\$ 203
1.27 HP Kayak XA 6/400 Computer	D6492N	US90380482	\$ 248
1.28 HP Ultra VGA 17" Monitor	128D2835A	KR90323928	\$ 79
1.29 HP LaserJet 4 Plus Printer	C2037A	JPGL079104	\$ 226
1.30 HP LaserJet 4000	HPLJ4000	USMC086734	\$226
1.31 HP LaserJet 400N	HPLJ400N	USEK100981	\$226 cancel eff. 10/31/03

**1554 NORTH CASE STREET, ORANGE, CA 92867**  
**FULL SPECTRUM ANALYTICS INC., 18195 E. MCDURMOTT SUITE #A, IRVINE, CA 92614**

ITEM DESCRIPTION (continued)	MODEL	S/N	ANNUAL PRICE
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All items listed under MSD #3 (items 1.32 thru 1.36) are cancelled effective January 01, 2003.

MSD #3

1.32 Varian 3800 GC Mainframe	VA 3800 00	24670	\$960
1.33 Varian Saturn 2000 Ion Trap	VA 2000 00	0256	\$3,600
1.34 Varian 8200 Autosampler	VA 8200 00	8793	\$852
1.35 Digital Verivuris FX Computer A86WW	FS 2245 PC	KN712YK791	\$264
1.36 Digital PCXVB-8W 17" Monitor	FS Monitor	K64712278	\$108

MSD #4 (EFFECTIVE 12/01/01)

1.37 HP 6890 Gas Chromatograph	HP 6890 00	US00039113	\$960
1.38 HP 5973 MSD Core with Turbo Pump	HP 5973 TP	US03950301	\$3,360
1.39 HP Autosampler Tower Injector for 6890 GC	HP 6890 TO	US04616183	\$180
1.40 HP Autosampler Tray for 6890 GC	HP 6890 TR	US04609822	\$180
1.41 HP Kayak XA	HP Computer	US90380423	\$252
1.42 HP Monitor	HP Monitor	KR90323932	\$ 84
1.42a HP Laser Jet 400 Printer	HP LASR 4000	USMCO87834	\$240.00

(effective date 2/27/03)

MSD #5 (EFFECTIVE 12/01/01)

1.43 HP 6890 Gas Chromatograph	HP 6890 00	US00039044	\$960
1.44 HP 5973 MSD Core with Turbo Pump	HP 5973 TP	US03950286	\$3,360
1.45 HP Autosampler Tower Injector for 6890 GC	HP 6890 TO	US04616162	\$180
1.46 HP Autosampler Tray for 6890 GC	HP 6890 TR	US04509770	\$180
1.47 HP Kayak XA	HP Computer	US90380488	\$252
1.48 HP Monitor	HP Monitor	KR90323931	\$ 84

NPD/NPD/GC (EFFECTIVE 12/01/01)

1.49 HP6890 GC w/2 x NPD detectors	HP 68NP 01	US00038941	\$1,200
1.50 HP Autosampler Tower Injector for 6890 GC	HP 6890 TO	US04616191	\$180
1.51 HP Autosampler Tray for 6890 GC	HP 6890 TR	US04509814	\$180

GC #1 (EFFECTIVE 10/1/02)

1.52 CTC Analytics CombiPal	CTC	COMBI 121711	\$1,920.00
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MSD #6 (EFFECTIVE 11/01/02)

1.53 HP 5973 MSD Core with Turbo Pump	HP 5973 TP	US10451347	\$3,360.00
1.54 HP 6890 Gas Chromatograph	HP 6890 00	US10137009	\$960.00
1.55 HP 7683 Tower	HP 7683 TO	CN13021166	\$180.00
1.56 HP 7683 Tray	HP 7683 TR	US13612669	\$180.00
1.57 HP 59864A Ion Gauge Controller	HP 59864A	US60107027	\$120.00

MSD #7 (EFFECTIVE 10/01/03)

1.58 HP6890 GC Mainframe	HP 6890 00	S/N: US10235021	\$ 960.00
1.59 HP 5973 MSD Core with Turbo Pump	HP 5973 TP	S/N: US21883724	\$3,360.00
1.60 HP 7683 Tower (on-site service)	HP 7683 TO	S/N: CN23226616	\$ 180.00
1.61 HP 7683 Tray (on-site service)	HP 7683 TR	S/N: CN23021369	\$ 180.00

**1554 NORTH CASE STREET, ORANGE, CA 92867**  
**FULL SPECTRUM ANALYTICS INC., 18195 E. MCDURMOTT SUITE #A, IRVINE, CA 92614**

GC NPD #3 (EFFECTIVE 10/31/03)

1.62	HP 6890 GC w/NPD Detector	HP 68NP-00	S/N: US10242076	\$1,080.00
1.63	HP 7683 Tower (on-site service)	HP 7683-TO	S/N: CN23727160	\$ 180.00
1.64	HP 7683 Tray (on-site service)	HP 7683-TR	S/N: CN23721787	\$ 180.00

PRINTER GROUP (EFFECTIVE 11/01/03)

1.65	HP 2200D Printer	HP 2200D Printer	S/N: USBGH08768	\$240.00
1.66	HP 2200D Printer	HP 2200D Printer	S/N: CNDSB07034	\$240.00
1.67	HP 2200D Printer	HP 2200D Printer	S/N: JPGGC73231	\$240.00

1.0	ITEM DESCRIPTION & S/N	MODEL	ANNUAL PRICE
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HPLC - WATERS

1.1	Waters 2790 Alliance HT (Includes 1 Preventive Maintenance per year) S/N: M99SM9_249M	WA-ALLNC-00	\$2,424.00
1.2	Water 996 Diode Array Detector (Includes w Preventive Maintenance per year) S/N: L99996_262M	WA-996-00	\$936.00
1.3	Waters column Heater Module S/N: M99ACH_138M	WA-CHM-00	\$132.00
1.4	HP Computer S/N: 9936_CDDZ0472	HP-COMPUTER	\$252.00
1.5	HP Monitor S/N: 947CA45VA165	HP-MONITOR	\$84.00
1.6	HP2200D Printer S/N: CNDSB07034	HP-PRINTER	\$240.00
<u>5973N#4</u>			
1.7	HP Vectra Computer S/N: US23004066	HP-VECTRA	\$252.00
1.8	HP 4100 Laserjet Printer S/N: USLNK16872	HP-LASR-4100	\$240.00
1.9	HP Monitor S/N: CN21092642	HP-MONITOR	\$84.00
1.10	Agilent 7683A G2613A Tower (on-site service) S/N: CN23226616	AG-7683A-TO	\$180.00
1.11	Agilent 7683A G2614A Tray (on-site service) S/N: CN23021369	AG-7683A-TR	\$180.00
1.12	HP 6890 GC Mainframe S/N: US10235021	HP-6890-00	\$960.00
1.13	HP 5973 MSD Core with Diffusion Pump S/N: US21883724	HP-5973-00	\$3,360.00



**1554 NORTH CASE STREET, ORANGE, CA 92867**  
**FULL SPECTRUM ANALYTICS INC., 18195 E. MCDURMOTT SUITE #A, IRVINE, CA 92614**

1.14	HP 59864B Ion Gauge Controller (Includes 2 Preventive Maintenance visits per year) S/N: US6018155	HP-59864B	\$120.00
	<u>5973N#3</u>		
1.15	BCS Computer S/N: Not Applicable	FS-COMPUTER	\$252.00
1.16	HP 4100 Laserjet Printer S/N: USGNF07097	HP-LASR-4100	\$240.00
1.17	HP Monitor S/N: CN11875954	HP-MONITOR	\$84.00
1.18	Agilent 7683A G2613A Tower (on-site service) S/N: CN13021166	AG-7683A-TO	\$180.00
1.19	Agilent 7683A G2614A Tray (on-site service) S/N: US13612669	AG-7683A-TR	\$180.00
1.20	HP 6890 GC Mainframe S/N: US10137009	HP-6890-00	\$960.00
1.21	HP 5973 MSD Core with Diffusion Pump (Includes 2 Preventive Maintenance visits per year) S/N: US10451347	HP-5973-00	\$3,360.00
1.22	HP 59864B Ion Gauge Controller S/N: US6017027	HP-59864B	\$120.00
	<u>5973N #2</u>		
1.23	HP Kayak Computer S/N: US90380488	HP-COMPUTER	\$252.00
1.24	HP Laser Jet 4000 S/N: USMC132976	HP-LASR-4000	\$226.00
1.25	HP Monitor S/N: KR90323931	HP-MONITOR	\$84.00
1.26	Agilent 7683A G2613A Tower (on-site service) S/N: US04616162	AG-7683A-TO	\$180.00
1.27	Agilent 7683A G2614A Tray (on-site service) S/N: US04509770	AG-7683A-TR	\$180.00
1.28	HP 6890 GC Mainframe S/N: US00039044	HP-6890-00	\$960.00
1.29	HP 5973 MSD Core with Diffusion Pump (Includes 2 Preventive Maintenance visits per year) S/N: US03950286	HP-5973-00	\$3,360.00
1.30	HP 59864B Ion Gauge Controller S/N: US60103757	HP-59864B	\$120.00

**1554 NORTH CASE STREET, ORANGE, CA 92867**  
**FULL SPECTRUM ANALYTICS INC., 18195 E. MCDURMOTT SUITE #A, IRVINE, CA 92614**

**5973N#1**

1.31	HP Kayak Computer S/N: US90380423	HP-COMPUTER	\$252.00
1.32	HP Laser Jet 4000 S/N: USMC086734	HP-LASR-4000	\$240.00
1.33	HP Monitor S/N: KR90323932	HP-MONITOR	\$84.00
1.34	Agilent 7683A G2613A Tower (on-site service) S/N: US04616183	AG-7683A-TO	\$180.00
1.35	Agilent 7683A G2614A Tray (on-site service) S/N: US04609822	AG-7683A-TR	\$180.00
1.36	HP 6890 GC Mainframe S/N: US00039113	HP-6890-00	\$960.00
1.37	HP 5973 MSD Core with Diffusion Pump (Includes 2 Preventive Maintenance visits per year) S/N: US039050301	HP-5973-00	\$3,360.00

**COUNTY GC**

1.38	HP Vectra Computer S/N: US70154217	HP-VECTRA	\$248.00
1.39	HP 4100 Laserjet Printer S/N: USL NJ34572	HP-LASR-4100	\$240.00
1.40	HP-Ultra Monitor S/N: KR72243508	HP-MONITOR	\$79.00
1.41	HP 7673B 18594B Controller (on-site service) S/N: US71001242	HP-7673B-CO	\$203.00
1.42	HP 7673B 18593B/G1513A Tower(on-site service) S/N: 3009A80721	HP-7673B-TO	\$180.00
1.43	HP 7673B 18594B Controller (on-site service) S/N: 3528A39153	HP-7673B-CO	\$180.00
1.44	HP 5890 GC Mainframe S/N: 2728A13024	HP-5890-00	\$677.00
1.45	HP 5970 MSD Core (Includes 2 Preventive Maintenance visits per year) S/N: 2716A10396	HP-5970-00	\$3,215.00
1.46	HP 59226 Ion Gauge Controller S/N: 7452	HP-59226-00	\$120.00

**GC/NPD#3**

1.47	HP Vectra Computer S/N: US13901661	HP-VECTRA	\$252.00
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1554 NORTH CASE STREET, ORANGE, CA 92867

FULL SPECTRUM ANALYTICS INC., 18195 E. MCDURMOTT SUITE #A, IRVINE, CA 92614

1.48	HP 6890 GC Mainframe S/N: US10242076	HP-6890-00	\$1,080.00
1.49	HP Monitor S/N: CN12073235	HP-MONITOR	\$84.00
1.50	Agilent 7683A G2613A Tower (on-site service) S/N: CN23727160	AG-7683A-TO	\$180.00
1.51	Agilent 7683A G2613A Tray (on-site service) S/N: CN23721787	AG-7683A-TR	\$180.00
1.52	HP 2200D Printer S/N: USBGH08768	HP-PRINTER	\$240.00
<u>GC/NPD #1 &amp; #2</u>			
1.53	HP Kayak Computer S/N: US90380402	HP-COMPUTER	\$248.00
1.54	HP 4100 Laserjet Printer S/N: USL NJ34565	HP-LASR-4100	\$240.00
1.55	HP Monitor S/N: KR90323928	HP-MONITOR	\$79.00
1.56	HP 6890 GC #1 Mainframe S/N: US00000865	HP-6890-00	\$959.00
1.57	HP 7673A 18593A Tower (on-site service) S/N: 3217A30511	HP-7673A-TO	\$180.00
1.58	HP 7673A 18596A Tray (on-site service) S/N: 3533A39649	HP-7673A-TR	\$180.00
1.59	HP 7673A 18594A Controller (on-site service) S/N: 3534A02811	HP-7676A-CO	\$203.00
1.60	HP 6890 GC #2 Mainframe S/N: US00038941	HP-6890-00	\$1,200.00
1.61	Agilent 7683A G2613A Tower (on-site service) S/N: US04616191	AG-7683A-TO	\$180.00
1.62	Agilent 7683A G2614A Tray (on-site service) S/N: US04509814	AG-7683A-TR	\$180.00
<u>HEADSPACE</u>			
1.63	HP 5890 GC Mainframe S/N: 336A592226	HP-5890-00	\$677.00
1.64	HP 7694 Headspace Autosampler (Includes 1 Preventive Maintenance per year) S/N: 3512101264	HP-7694-00	\$1,636.00

**1554 NORTH CASE STREET, ORANGE, CA 92867**  
**FULL SPECTRUM ANALYTICS INC., 18195 E. MCDURMOTT SUITE #A, IRVINE, CA 92614**

**COMBI-PAL**

<b>1.65</b>	<b>Computer Guys</b> <b>S/N: UG05B8CF06</b>	<b>HP-COMPUTER</b>	<b>\$252.00</b>
<b>1.66</b>	<b>HP-4100 Laserjet Printer</b> <b>S/N: USJNF01375</b>	<b>HP-LASR-4100</b>	<b>\$240.00</b>
<b>1.67</b>	<b>HP Ultra Monitor</b> <b>S/N: KR70332226</b>	<b>HP-MONITOR</b>	<b>\$79.00</b>
<b>1.68</b>	<b>HP 5890 GC mainframe</b> <b>S/N: 3126A36523</b>	<b>HP-5890-00</b>	<b>\$677.00</b>
<b>1.69</b>	<b>Combi Pal Autosampler</b> <b>S/N: 121711</b>	<b>VA-COMBI</b>	<b>\$1,920.00</b>
<b>1.70</b>	<b>HP 7673B 18593B/G1513A Tower (on-site service)</b> <b>S/N: 3534A43763</b>	<b>HP-7673B-TO</b>	<b>\$180.00</b>
<b>1.71</b>	<b>HP 7673B 18593B/G1513A Tower (on-site service)</b> <b>S/N: 3528A43121</b>	<b>HP-7673B-TO</b>	<b>\$180.00</b>

<b><u>TOTAL ANNUAL MAINTENANCE</u></b>	<del>\$12,238.00</del>	<del>12,690.00</del>	<del>18,474.00</del>	<del>30,066.00</del>	<del>\$31,986.00</del>	<del>\$36,786.00</del>
	<del>\$31,002.00</del>	<del>\$31,242.00</del>	<del>\$37,362.00</del>	<del>\$37,404.00</del>	<b><u>\$42,086.00</u></b>	

**2.0 LABOR (FOR INITIAL INSPECTION****AND OTHER NON-COVERED EVENTS)**\$ 0 /HR**3.0 PARTS, NOT COVERED UNDER ANNUAL MAINTENANCE****COST PLUS**0 %

Terms: NET 30

Federal Tax ID Number: 68-0282707

Vendor Number: 680282707

Telephone Number: ~~949-250-2999, ext. 230~~ **800-795-6357**Fax Number: ~~949-477-9240~~ **714-279-0506**

Contact Person: Jenny Mergen (in Irvine Office)

E-mail Address: [jmergen@fullspectrum-inc.com](mailto:jmergen@fullspectrum-inc.com)Company Web site: [www.fullspectrum-inc.com](http://www.fullspectrum-inc.com)Contract Period: To cover the period ending **December 31, 2003 2005.**